



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW


Number 289-84


To authorize the execution of an
agreement between Lake Manor
Holdings Limited, Canadian
Imperial Bank of Commerce and
Doris Ruby Peatson and The
Corporation of the City of
Brampton

The Council of The Corporation of the City of Brampton ENACTS as follows:

1. The Mayor and the Clerk are hereby authorized to execute an agreement dated November 26th, 1984 between Lake Manor Holdings Limited, Canadian Imperial Bank of Commerce and Doris Ruby Peatson and The Corporation of the City of Brampton, and all other documents approved by the City Solicitor required to implement the provisions of this agreement.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 26th day of November , 1984.


KENNETH G. WHILLANS MAYOR


ROBERT D. TUFTS ACTING CLERK

MEMORANDUM OF AGREEMENT made in duplicate this
26th day of *NOVEMBER*, 1984.

B E T W E E N :

LAKE MANOR HOLDINGS LIMITED,

hereinafter called the "Owner"

OF THE FIRST PART,

A N D

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter called the "City"

OF THE SECOND PART,

A N D

CANADIAN IMPERIAL BANK OF COMMERCE

a n d

DORIS RUBY PEATSON,

hereinafter called the "Mortgagees"

OF THE THIRD PART,

WHEREAS the Owner warrants that it is the owner of the lands more particularly described in Schedule A annexed hereto (herein called the "lands"), and further warrants that the Mortgagees are the only mortgagees of the lands;

AND WHEREAS the Owner wishes to develop the lands and the City is of the opinion that this development would not be proper and in the public interest unless assurances are given by the Owner that the matters and things referred to in this agreement will be done in the manner hereinafter set forth;

AUGUST/84

AND WHEREAS the lands are situate in the site plan control area designated by By-law 50-82 passed pursuant to section 40 of the Planning Act, S.O. 1983, c. 1, as amended, and this agreement is required pursuant thereto.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the City approving the development of the land, approving the plan referred to in this agreement and where necessary rezoning the lands to permit the development, the Owner and the Mortgagee hereby covenant, promise and agree with the City as follows:

1. For the purposes of this agreement, the Works "works" shall mean all servicing and landscaping required to be done by the Owner under the terms of this agreement and without limiting the generality of the foregoing, the works shall include all grading, storm drainage works, driveways, ramps, parking areas, landscaping, including boulevard landscaping, road works, including all curbs, gutters and drainage works, sidewalks, facilities for lighting including floodlighting, vaults, central storage and collection areas and other facilities and enclosures for the storage of garbage and other waste material, fencing and all internal sanitary sewers, watermains, storm sewers, service connections and all other matters required to be done by the Owner under the terms of this agreement.

2.
Approved
Site
Plan

2.1 The Owner covenants and agrees that the lands shall be developed only in accordance with the site plan and drawings referred to in Schedule B attached hereto (herein called the "site plan") and further covenants and agrees to provide all of the works and other matters referred to in this agreement (including Schedule D attached hereto) and shown on the site plan and all other approved plans referred to in Schedule B attached hereto and in addition to the maintenance requirements set out in paragraph 17.3 of this agreement to maintain to the satisfaction of the City and at the sole risk and expense of the Owner, all of the works and other matters required by this agreement and in default thereof, the provisions of section 325 of the Municipal Act, R.S.O. 1980, chapter 302, as amended, shall apply.

Rezoning

2.2 In the event a rezoning is required to permit the development of the lands in accordance with the site plan, this agreement shall be conditional upon this rezoning by-law coming into force, failing which this agreement shall be null and void and not binding upon the Owner.

ENGINEERING, LANDSCAPING AND BUILDING REQUIREMENTS

3.
Commis-
sioner of
Public
Works

For the purpose of this agreement, "Commissioner of Public Works" shall mean the Commissioner of Public Works and Buildings for the City of Brampton, except for that work for which the Region is responsible, in which case the "Commissioner of Public Works" shall mean the Commissioner of Public Works for the Region of Peel.

4.
Ingress
& Egress

The Owner shall restrict the means of vehicular ingress and egress to the lands to those locations indicated on the site plan and if required by the City, the Owner agrees to convey to the City, free of all encumbrances, the one foot reserves shown on the site plan and referred to in Schedule C attached hereto as a further means of controlling ingress and egress from the lands. All off-street vehicular loading and parking areas, access ramps and access driveways including driveways for emergency vehicles shown on the site plan shall be constructed and asphalted in accordance with the approved plans referred to in this agreement.

5.
Access

The Owner shall use only such locations for access for construction purposes as the Commissioner of Public Works may approve.

6.
Clean
Site

6.1 During construction, the Owner agrees to employ and keep employed a sufficient number of sweepers or workmen or use such means as may be necessary to keep the adjacent pavement and sidewalks in a clean condition and free from earth and mud. The Commissioner of Public Works may give the Owner twenty-four (24) hours notice to remove and clean up any earth and mud from such pavement and sidewalks and in default the Commissioner may cause such work to be done either by the Municipality's own equipment and employees or by an independent contractor and the cost thereof shall be paid by the Owner forthwith upon being invoiced therefore by the Commissioner.

6.2 The Owner shall take all precautions necessary to protect the public against injury on any lands set out in the site plan and where necessary keep danger signals out at night and at such other times and places as public safety may be required.

7.
Construc-
tion

The Owner will be responsible for any damage caused to the roadways, curbs, pavements, boulevards or plantings thereon caused by the construction carried out on the Owner's site by the Owner, its agents, servants, employees, subcontractors or material suppliers.

All matters incidental to the provision of all the works and other matters referred to in this agreement and shown on the site plan and all other approved plans referred to in this agreement, including the removal and planting of trees, cutting, repaving and installing driveways, relocating utilities, pipes, poles, valves and equipment, resetting drains and manholes shall be carried out by the Owner at its own risk and expense to the satisfaction of the owner of the utilities.

8.
Storm
Drainage

8.1 The final grade of the lands shall be so fixed to the satisfaction of the Commissioner of Public Works that the surface water originating on or tributary to the lands, including the roof water from the buildings, will be discharged into the storm sewer system of the City in the manner shown on the approved plans referred to in Schedule B attached hereto.

8.2 The grading and drainage plan required to be approved pursuant to this agreement shall show the lands drained by a totally self-contained drainage system within the lands. This drainage system shall not adversely affect the drainage of abutting lands.

9. The Owner shall, at its own expense:

Approved
Plans

9.1 carry out, provide, install, erect, construct and complete in a good and workmanlike manner to the satisfaction of the City all the works in accordance with and as shown on detailed plans and specifications for these works which have been or shall be approved by the Commissioner of Public Works, and the Commissioner of Planning and Development as the case may be, all of which detailed plans and specifications are more particularly described and referred to in Schedule B attached hereto.

9.2 make payment for, perform, fulfill, carry out, provide, install, erect, construct and complete in a good and workmanlike manner to the satisfaction of the City all works and other matters referred to in Schedule D attached hereto, all in accordance with and as shown on detailed plans and specifications for these works or other matters which have been or shall be approved by the Commissioner of Public Works and the Commissioner of Planning and Development as the case may be.

9.3 in the event any of the plans referred to in Schedule B attached hereto, including the site plan, are not approved prior to the execution of this agreement, any such plan, when approved, shall be deemed to be an approved plan within the meaning of this agreement and all of the provisions of this agreement shall apply to it.

10.
Addi-
tional
Works

If, in the opinion of the Commissioner of Public Works, exercised in accordance with sound and reasonable engineering principles, additional works are necessary to ensure that the works shown on the approved plans referred to in this agreement function properly, the Owner shall, at its own expense, construct, install or perform such additional works at the request of the Commissioner of Public Works.

11.
Existing
Trees

All existing trees to be retained as shown on the approved landscape and fencing plan shall be fenced and protected during construction in accordance with City specifications. No existing trees, other than those presently approved for removal in accordance with the approved landscape and fencing plan, shall be removed without the prior written approval of the Commissioner of Planning and Development. In the event it is intended that a building permit be issued prior to approval of the landscape and fencing plan, the Commissioner of Planning and Development shall, prior to the issuing of a building permit, designate the existing trees which are to be retained and these trees shall be fenced and protected during construction in accordance with City specifications.

12.
Occupancy

The Owner covenants that it will not occupy or permit the occupation of any building or parts thereof shown on the site plan:

12.1 until the internal sanitary sewers, hydro service, internal watermains, internal storm sewers, service connections, plumbing, off-street

vehicular loading and parking areas, access ramps and driveways complete with curbs and asphalt, have been properly installed and approved, and

12.2 except in accordance with the provisions of the Building Code Act, R.S.O. 1980, chapter 51, as amended, and all regulations made pursuant thereto, and

12.3 until the landscape and fencing plan required by this agreement is approved by the Commissioner of Planning and Development.

Upon application by the Owner, occupancy may be permitted prior to the completion of the off-street vehicular loading and parking areas and access ramps and driveways, provided that all other requirements for occupancy have been complied with.

13.
Landscap-
ing and
Fencing

13.1 The Commissioner of Planning and Development may in his sole discretion not require the landscape and fencing plan required by this agreement to be approved prior to the issuance of the building permit for the building shown on the site plan. In this event, the Owner agrees that the landscape and fencing plan shall be submitted to and approved by the Commissioner of Planning and Development prior to the occupancy of the building or parts thereof as shown on the site plan.

13.2 All landscaping shown on the approved landscape and fencing plan shall be completed within twelve (12) months following the issue of the building permit for the building shown on the site plan except for buildings to be occupied between November 1st in any year and June 15th in the following year, in which case the landscaping shall be completed by June 30th following such occupancy. The Commissioner of Planning and Development may extend the time for completion of the landscaping or part thereof in such circumstances as he in his sole discretion considers advisable.

13.3 The Owner shall construct or erect fencing as and where required by the Commissioner of Planning and Development and the location and type of fencing is shown on the approved landscape and fencing plan referred to in Schedule B attached hereto, or shall be shown on the landscape and fencing plan to be approved. All fencing shall be completed within the time set for completion of the landscaping except that where deemed necessary by the Commissioner of Planning and Development, fencing can be required to be completed prior to occupancy.

OTHER APPROVALS

14. Regional Services The City shall not issue any building permits until provided with confirmation in writing from The Regional Municipality of Peel (herein called the "Region") that the Owner has made satisfactory arrangements with the Region for the provision to the lands of all services under the jurisdiction of the Region. All works, services and other matters under the jurisdiction of the Region

which are required to be provided by this agreement, shall be completed in a good and workmanlike manner to the satisfaction of and in accordance with detailed plans and specifications for such works which have been or shall be approved by the Region.

15.
Hydro
Services

The City shall not issue any building permits until provided with confirmation in writing from the proper authority having jurisdiction over hydro services that satisfactory arrangements have been made for the provision of hydro services to the lands.

FINANCIAL

16.
Taxes

The Owner agrees that all municipal taxes in arrears and current taxes for which a bill has been issued shall be paid in full before a building permit is issued.

17.
Security

17.1 Prior to the issuance of any building permits, and if requested by the City, the Owner shall deposit as a performance guarantee, cash or a letter of credit from a chartered bank or other negotiable security approved by the City Treasurer (herein called the "security") in the amounts set out in paragraph 17.1.1, 17.1.2 and 17.1.3, being one hundred per cent (100%) of the cost as estimated by the Commissioner of Public Works and the Commissioner of Planning and Development:

17.1.1 all the works required by this agreement to be constructed on public lands.

Security Required: \$ TO BE DETERMINED BY THE COMMISSIONER OF PUBLIC WORKS AND BUILDINGS PRIOR TO ISSUANCE OF BUILDING PERMITS

17.1.2 all landscaping and fencing shown on the approved landscape and fencing plan.
TO BE DETERMINED BY THE
Security Required: COMMISSIONER OF PLANNING AND DEVELOPMENT PRIOR TO ISSUANCE OF BUILDING PERMITS

17.1.3 all services constructed on land being part of the common elements of any condominium corporation and without limiting the generality of the foregoing, shall include all internal sanitary sewers, internal watermains, internal storm sewers, service connections, internal roads, sidewalks, walkways and parking areas.

Security Required: \$ N I L

17.2 Upon the failure by the Owner to complete a specified part of the work for which security is deposited when requested by the Commissioner of Public Works and in the time requested, the City Treasurer may, at any time, authorize the use of all or part of the security to pay the cost of any part of such works the Commissioner of Public Works may deem necessary.

17.3 The Owner may, from time to time, apply to the City for a reduction in the amount of the security by an amount up to ninety per cent (90%) of the value of the works for which security was deposited, which the Commissioner of Public Works and the Commissioner of Planning and Development have certified in writing to be satisfactorily completed upon receipt of:

17.3.1 a statutory declaration that all accounts relative to the installation of the completed works have been paid.

17.3.2 a certificate of the Owner's consulting engineer, and/or architect and/or landscape architect certifying that it has received no notice of lien in respect of that part of the completed works constructed on lands owned by the City.

17.3.3 all certificates of the substantial performance of all contracts and sub-contracts as required by the Construction Lien Act, for all such works constructed on lands owned by the City, together with proof of publication thereof.

The Owner shall maintain all of the works for which security was taken for a period of two (2) years following the date of the certificate of satisfactory completion of such works.

The remaining ten per cent (10%) of the security shall be retained by the City until the expiration of the aforesaid maintenance period and the Commissioner of Public Works and the Commissioner of Planning and Development have finally approved the works for which security is deposited. Prior to the expiration of the maintenance period, the Commissioner of Public Works and the Commissioner of Planning and Development shall inspect the works for which security is deposited and all defects disclosed by such inspection shall be remedied by the Owner at its own expense prior to the release of the remaining ten per cent (10%) of the security to the Owner.

Default
& Entry
on the
Lands

17.4 If, in the opinion of the Commissioner of Public Works the Owner is not executing or causing to be executed any works required in connection with this agreement within the specified time, or in order that it may be completed within the specified time or is improperly performing the work, or shall the Owner neglect or abandon such works before completion or unreasonably delay the same so that the conditions of this agreement are being violated, or carelessly executed, or shall the Owner neglect or refuse to renew or again perform such work as may be rejected by the Commissioner of Public Works as defective or unsuitable, or shall the Owner, in any manner, in the opinion of the Commissioner of Public Works, make default in performance in the terms of this agreement, then in such case the Commissioner of Public Works shall notify the Owner in writing of such default or neglect and if such default or neglect not be remedied within ten (10) clear days after such notice, then in that case the Commissioner of Public Works thereupon shall have full authority and power immediately to purchase such materials, tools and machinery and to employ such workmen as in its opinion shall be required for the proper completion of the said works at the cost and expense of the Owner. In cases of emergencies, such work may be done without prior notice but the Owner shall be notified forthwith. The cost of such work will be calculated by the Commissioner of Public Works, whose decision shall be final. It is understood and agreed that such cost shall include a management fee of fifteen per cent (15%) of the cost of the labour and materials. Any work done at the direction of the Commissioner of Public Works pursuant to the provisions of this clause shall not be an assumption

by the City of any liability in connection therewith nor a release of the Owner from any of its obligations under this agreement.

Inspection of Works

17.5 The Owner hereby grants to the City, its servants, agents and contractors, the licence to enter the lands for the purpose of inspection of any of the works referred to in this agreement and to perform such work as may be required as a result of a default.

18. Insurance

The Owner shall obtain from an insurance company acceptable to the City, insurance coverage in respect of liability for property damage and personal injury. Such policy or policies shall:

- 18.1 be issued in the joint names of the Owner and the City [and the Region] (or include as an additional insured the City [and the Region]);
- 18.2 provide insurance coverage in respect of any one accident or occurrence in the amount of at least One Million Dollars (\$1,000,000.00), exclusive of interest and costs;
- 18.3 be effective for the period of this agreement, including the period of guaranteed maintenance;
- 18.4 contain a clause indicating that the insurance coverage applies to hazard or damage from "completed operations";

18.5 contain no exclusions for damage or loss from blasting, vibration, the removal or weakening of support or from any other work that may be associated with the development; and

18.6 contain a provision that the policy or policies will not be changed or cancelled without at least thirty (30) days prior written notice being given to the City.

The Owner shall deposit with the City, prior to the issuance of a building permit, a certificate of insurance in the form attached hereto as Schedule E without modification.

If required by the City, the Owner shall prove to the satisfaction of the City that all premiums on such policy or policies have been paid and that all insurance is in full force and effect.

The Owner shall file a renewal certificate with the City not later than one (1) month before the expiry date of any policy provided pursuant to this agreement, until the City has indicated in writing that the policy need not continue in force any longer. In the event that such renewal certificate is not received, the City shall be entitled to either renew the policy at the expense of the Owner or to order that all work on the land within the plans cease until the policy is renewed.

The issuance of such a policy of insurance shall not be construed as relieving the Owner from the responsibility for other or larger claims, if any, for which it may be held responsible.

GENERAL

19. 19.1 The Owner shall, prior to the issuance of any
Convey- building permits and at its own expense, including all
ances surveying and registration expenses, convey to the City
and/or the Region, free of all encumbrances, and with a
good and marketable title, the lands and easements re-
ferred to in Schedule C attached hereto.

Solicitor's 19.2 The Owner shall provide the City with a
Certificate Solicitor's Certificate prior to the issuance of any
building permits certifying that the lands to be or
already conveyed to the City pursuant to this agreement
are free from all encumbrances and that the City and/or
the Region as the case may be is or will be the registered
owner thereof.

20. All floodlighting on the land shall be de-
Glare signed and oriented so as to minimize glare on adjacent
roadways and other properties.

21. The Owner shall, at its own expense, remove
Snow all ice and snow from the access ramps and driveways,
Removal parking and loading areas and walkways, all as shown on
the site plan.

22. The Owner shall indemnify the City against all
Indemni- actions, suits, claims, demands and costs, whatsoever
fication arising by reason of the Owner, his agents or employees
doing, failing to do, or doing incorrectly or negligently
anything he is required to do by the terms of this agree-
ment.

23.
The
Construction
Lien Act

23.1 The Owner shall comply with all of the provisions of the Construction Lien Act, 1983, as amended from time to time (herein called the "Act") and without limiting the generality of the foregoing, shall hold in its possession all the statutory holdbacks and any additional funds required to be held by the Act. These holdbacks and funds shall not be disbursed except in accordance with the Act.

23.2 The Owner shall, at its own expense, within ten (10) days of receiving written notice from the City and/or the Region to do so, pay, discharge, vacate, and obtain and register a release of, all charges, claims, liens, and all preserved or perfected liens, made, brought or registered pursuant to the Act which affect any lands owned by the City, including public highway, and which arise out of the performance of this agreement by the Owner and its servants, employees, agents and contractors.

23.3 The Owner shall indemnify and hold harmless the City and/or the Region from all losses, damages, expenses, actions, causes of action, suits, claims, demands and costs whatsoever which may arise either directly or indirectly by reason of any failure, neglect or refusal by the Owner to comply with the Act or by reason of any action brought against the City and/or the Region pursuant to the Act and arising out of the performance of this agreement by the Owner and its servants, employees, agents and contractors.

23.4 The City Treasurer may, at any time, authorize the use of all or part of the cash deposit, letter of credit or other negotiable security referred to in paragraph 17 of this agreement:

23.4.1 to pay, discharge, vacate, and obtain and register a release of all charges, claims, liens, and all preserved or perfected liens, made, brought or registered pursuant to the Act which affect any lands owned by the City, including public highways, in the event the Owner defaults on the performance of paragraph 23.2 of this agreement; and

23.4.2 to pay to the City and/or the Region any amounts owing to them pursuant to paragraph 23.3 of this agreement.

23.5 The Owner acknowledges that the City shall not be required to reduce or release the cash deposit, letter of credit or other negotiable security in accordance with clause 17 of this agreement until the City is satisfied that all of the provisions of paragraphs 23.1, 23.2 and 23.3, together with all other applicable provisions of this agreement have been complied with.

24. Notwithstanding any of the provisions of this agreement, the Owner, its successors and assigns, shall be subject to all of the by-laws of the City presently in force.

25. The lands more particularly described in Schedule A annexed hereto are the lands affected by this agreement.

26. The Owner shall not call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal the right of the City to enter into this agreement and to

enforce each and every term, covenant and condition herein contained and this agreement may be pleaded as an estoppel against the Owner in any such proceeding.

7.
Cost of
Registra-
tion

The Owner and the Mortgagees consent to the registration of this agreement on the title to the lands and the Owner agrees to pay to the City the cost of this registration and the cost of registration of all conveyances of land, grants of easement, and other documents required by this agreement on the title to the whole or any part of the lands. Prior to the issue of a building permit, the Owner shall deposit with the City a sum of money estimated by the City Solicitor to cover the cost of this registration and this deposit shall be adjusted by additional payments or refunds based on the actual total cost of registration.

28.
Mortgagees

28.1 The Mortgagees hereby covenant with the City and the Region that in the event of having obtained or having transferred to the said Mortgagees the equity of redemption in the lands or title to the lands, then:

28.1.1 if any Mortgagee retains all or part of the lands and develops the lands as an owner, either along or in combination with another person, the Mortgagee so developing the lands will be subject to the terms of this agreement in the same manner as if that Mortgagee had executed this agreement in the capacity of owner, and

28.1.2 in the event of a sale or the conveyance of the Mortgagee's entire freehold interest in the lands to a person who intends to develop

the lands as an Owner, the Mortgagees shall require as a condition precedent to the closing of any such sale or conveyance, that the new owner (the purchaser) will have covenanted with the City and the Region to perform and undertake all of the terms of this agreement in the same manner as if the purchaser had executed this agreement in the capacity of owner.

28.2 The parties hereto further covenant and agree that nothing contained in this agreement shall require the Mortgagees or their successors and assigns to proceed with the development of the lands and whether they do or not, the City and the Region may retain and call upon all securities and insurance, if any, required to be furnished herein by the Owner to be used in accordance with the terms of this agreement.

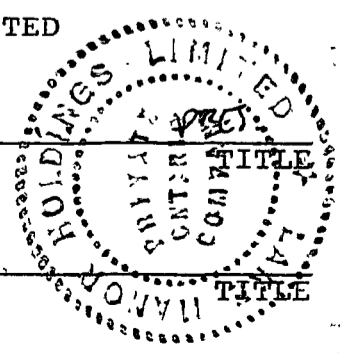
29. The covenants, agreements, conditions and undertakings herein contained on the part of the Owner shall run with the lands and shall be binding upon it and upon its successors and assigns and shall be appurtenant to the adjoining highway in the ownership of the City of Brampton and/or The Regional Municipality of Peel.

IN WITNESS WHEREOF THE PARTIES HERETO have hereunto affixed their corporate seals attested by the hands of their proper officers duly authorized in that behalf.

LAKE MANOR HOLDINGS LIMITED

[Handwritten signature]

[Handwritten signature]



THE CORPORATION OF THE CITY OF BRAMPTON

AUTHORIZATION BY-LAW.	
NUMBER	289-84
PASSED BY CITY	
COUNCIL ON THE	26 th .
NOVEMBER	19 84.

[Handwritten Signature]

KENNETH G. WHILLANS

MAYOR

[Handwritten Signature]

RALPH A. EVERETT

CITY-CLERK-

ROBERT D. TUFTS

ACTING CLERK

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:

DORIS RUBY PEATSON

[Handwritten Signature]

[Handwritten Signature]

CANADIAN IMPERIAL BANK OF COMMERCE



[Handwritten Signature]
ASS'T GENERAL MANAGER
[Handwritten Signature]
ASST SECRETARY

TITLE

TITLE

AFFIDAVIT OF SUBSCRIBING WITNESS

I, J. RALPH SANDERSON
of the City of Brampton
in the Regional Municipality of Peel

make oath and say:

I am a subscribing witness to the attached instrument and I was present and saw it executed
at ~~Toronto~~ Alliston by Doris Ruby Peatson

I verily believe that each person whose signature I witnessed is the party of the same name referred to in the instrument.

SWORN before me at the City of Brampton
in the Regional Municipality of Peel

November
this 7th day of ~~October~~ 19 84

June Margaret Fallowfield

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

**JUNE MARGARET FALLOWFIELD, a
Commissioner for taking Affidavits, Judicial
District of Peel, for Richardson, Schnell &
Sanderson, Barristers & Solicitors.
Expires November 12th, 1988.**

* Where a party is unable to read the instrument or where a party signs by making his mark or in foreign characters add "after the instrument had been read to him and he appeared fully to understand it" Where executed under a power of attorney insert "(name of attorney) as attorney for (name of party)" and for next clause substitute "I verily believe that the person whose signature I witnessed was authorized to execute the instrument as attorney for (name)"

MAY, 1982

AFFIDAVIT AS TO AGE AND SPOUSAL STATUS

I / ~~WE~~ DORIS RUBY PEATSON
of the ~~City of Brampton~~ Township of Mono
in the ~~Regional Municipality of Peel~~ County of Dufferin

(severally) make oath and say: When I / ~~WE~~ executed the attached instrument,

I WAS / ~~WE WERE EACH~~ at least eighteen years old;
and within the meaning of clause 1 (f) of the Family Law Reform Act,

(a) I WAS / ~~I WAS NOT~~ a spouse.

(b)

~~XXXXXX XXXX~~

(c) ~~XXXXXX We were spouses of one another.~~

*If attorney
see footnote

Strike out
inapplicable
clauses

**Not a
Matrimonial
Home, etc
footnote

Resident of
Canada, etc.

(SEVERALLY) SWORN before me at the ^{Town} ~~City~~ of
Alliston, ~~Toronto~~, in the ~~Regional~~
County ~~Municipality~~ of ~~Metropolitan~~
Simcoe ~~Toronto~~ November
this 7th day of ~~October~~ 19 84

Doris Ruby Peatson
Doris Ruby Peatson

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

* Where affidavit is made by an attorney substitute "When I executed the attached instrument as attorney for (name of principal) he was / was not a spouse within the meaning of Clause 1 (f) of the Family Law Reform Act (and if applicable, insert name of spouse) At the time of execution of the Power of Attorney (name of principal) was at least eighteen years of age. The Power of Attorney is in full force and effect and has not been revoked"

** Where spouse does not join in or consent, see Subsection 42(3) of the Family Law Reform Act, (or complete separate affidavit)

LEGAL DESCRIPTION OF THE LANDS

The land situated in the City of Brampton, in the Regional Municipality of Peel (formerly in the Town of Brampton, in the County of Peel), and being the part of LOT 5, CONCESSION 1, WEST OF HURONTARIO STREET, designated as Parts on a reference plan in the Land Registry Office for the Registry Division of Peel (No. 43) as number 43R- .

SCHEDULE OF APPROVED PLANS

DESCRIPTION OF PLAN	PREPARED BY	NUMBER OF PLAN	DATE OF PLAN	DATE OF APPROVAL	APPROVED BY
SITE PLAN	A DETAILED SITE PLAN SHALL BE APPROVED IN ACCORDANCE WITH BY-LAW 50-82 PRIOR TO THE APPLICATION FOR ANY BUILDING PERMIT. THIS SITE PLAN SHALL ALSO BE APPROVED BY THE CREDIT VALLEY CONSERVATION AUTHORITY PRIOR TO THE APPLICATION FOR ANY BUILDING PERMIT.				
ELEVATION CROSS-SECTION DRAWINGS	DETAILED ELEVATION CROSS-SECTION DRAWINGS SHALL BE APPROVED IN ACCORDANCE WITH BY-LAW 50-82 PRIOR TO THE APPLICATION FOR ANY BUILDING PERMIT.				
LANDSCAPE AND FENCING PLAN	A DETAILED LANDSCAPE AND FENCING PLAN SHALL BE APPROVED IN ACCORDANCE WITH BY-LAW 50-82 PRIOR TO THE APPLICATION FOR ANY BUILDING PERMIT.				
GRADING AND DRAINAGE PLAN	A DETAILED GRADING AND DRAINAGE PLAN SHALL BE APPROVED IN ACCORDANCE WITH BY-LAW 50-82 PRIOR TO THE APPLICATION FOR ANY BUILDING PERMIT. THIS GRADING AND DRAINAGE PLAN SHALL ALSO BE APPROVED BY THE CREDIT VALLEY CONSERVATION AUTHORITY PRIOR TO THE APPLICATION FOR ANY BUILDING PERMIT.				
ROAD WORKS, PARKING AREAS & ACCESS RAMP PLAN	A DETAILED ROAD WORKS, PARKING AREAS & ACCESS RAMP PLAN SHALL BE APPROVED IN ACCORDANCE WITH BY-LAW 50-82 PRIOR TO THE APPLICATION FOR ANY BUILDING PERMIT.				
FIRE PROTECTION PLAN (INCLUDING INTERNAL AND EXTERNAL FIRE HYDRANTS)	TO BE APPROVED BY THE CITY FIRE CHIEF PRIOR TO ISSUANCE OF A BUILDING PERMIT.				

SCHEDULE C

LANDS TO BE CONVEYED TO THE CITY OF BRAMPTON

1. The area below the top-of-bank of the Fletcher's Creek as finally determined by the Credit Valley Conservation Authority (CVCA) and the City. The location of these lands are shown generally on Schedule D-1 attached hereto.

An 8.23 metre road widening along the entire McLaughlin Road frontage of the land. The exact location and dimensions of this road widening shall be approved by the City Commissioner of Public Works prior to the conveyance to the City.

LANDS TO BE CONVEYED TO THE REGION OF PEEL

1. An 8.23 metre road widening along the entire Queen Street West frontage of the lands, together with a 0.3 metre reserve and a daylight triangle at the intersection of Queen Street West and McLaughlin Road. The exact location and dimensions of this widening, reserve, and daylight triangle shall be approved by the Regional Commissioner of Public Works prior to the conveyance to the Region.

SCHEDULE D

SPECIAL PROVISIONS

1. The Owner covenants and agrees that the lands shall be developed only in substantial accordance with the concept site plan attached hereto as Schedule D-1. The Owner further acknowledges and agrees that it will not make application for or be entitled to receive any building permits until such time as the detailed site plan and the detailed elevation cross-section drawings and all other drawings referred to in Schedule B are approved in accordance with By-law 50-82.

2. The Owner shall construct sidewalks along the Queen Street West and McLaughlin Road frontages of the lands where reasonably necessary. The exact location and specifications for these sidewalks shall be shown on the detailed site plan required to be approved by this agreement.

3. The Owner shall widen the pavement of McLaughlin Road South to provide a five lane cross-section along the entire frontage of the lands with appropriate tapering, reducing the five lanes to four lanes further south. The detailed location and specifications for this road work shall be shown on the road works plan required to be approved by this agreement.

4. 4.1 The Owner shall construct a 2 metre high brick or architectural block wall along the southerly boundary of the land or such other fencing acceptable to the City.

Fencing &
scaping

- 2 -

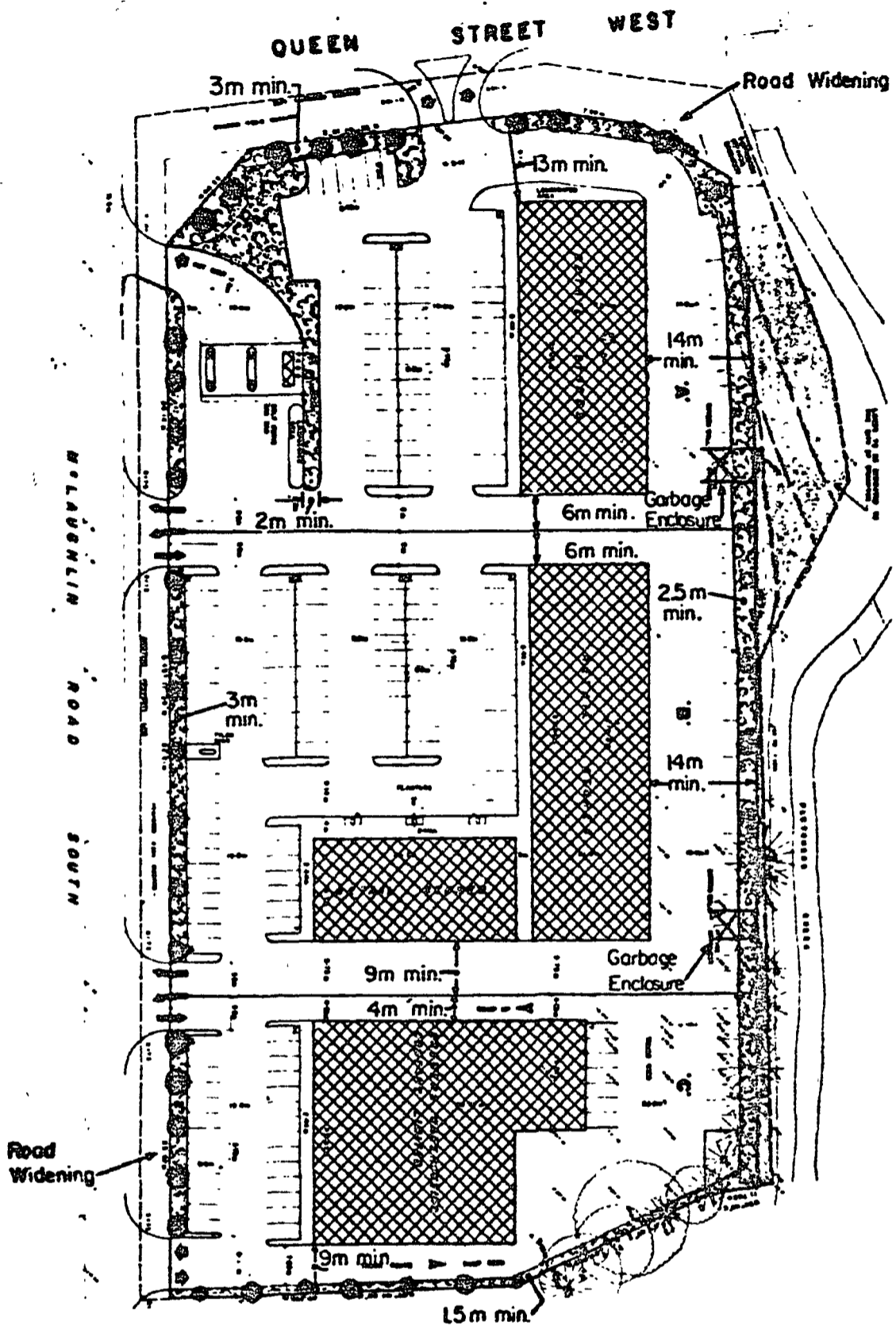
SCHEDULE D

- 4.2 The Owner shall install a chain link fence, 1.8 metres in height along the easterly boundary of the lands.
- 4.3 The Owner shall provide a 2.5 metre landscaped area along the easterly boundary of the lands.
- 4.4 The Owner shall provide a landscaped area to discourage through-traffic between the plaza and the gas bar.
- 4.5 The exact location and specifications for this wall, fencing, and landscaping shall be shown on the landscape and fencing plan required to be approved by this agreement.
- 4.6 The Owner agrees that no fence shall be provided between Parcels A and B shown on Schedule D-1.
- 4.7 The Owner agrees that no fence shall be provided between Parcels B and C from McLaughlin Road South to the front wall of the building shown on Schedule D-1.



5. 5.1 The Owner shall, prior to the initiation of any Lands to grading or construction on the lands, erect a temporary the City snow fence or other suitable barrier along the westerly - Barrier boundary of the lands being conveyed to the City pursuant to paragraph 1 of Schedule C to this agreement. The exact location of this fence shall be shown on the landscape and fencing plan required to be approved pursuant to this agreement and this fence shall remain in place until all grading and construction on the lands are completed.

SCHEDULE D

5. 5.2 The lands being conveyed to the City pursuant to paragraph 1 of Schedule C to this agreement shall be cleaned up to the satisfaction of the Commissioner of Community Services and the Owner shall carry out any slope stabilization to the embankments required by the City and the Credit Valley Conservation Authority. This slope stabilization work shall be shown on the detailed grading and drainage plan required to be approved pursuant to this agreement.



LEGEND

-  Landscaped Open Space
-  Building Areas

**Concept Plan
Schedule DI**



1:1300

CITY OF BRAMPTON
Planning and Development

Date: 1984 10 12
File no. CIW5.6

Drawn by: *P.S.*
Map no. 59-8N

CERTIFICATE OF INSURANCE

TO THE CORPORATION OF THE CITY OF BRAMPTON:

The undersigned hereby certifies that:

_____ (Insured Party)

has comprehensive general liability insurance coverage with

_____ (Insurance Company)

under Policy No. _____, for the work at

_____ (Location)

and that the policy (or policies):

1. provides coverage, in respect of any one accident or occurrence, of at least One Million Dollars (\$1,000,000.00), exclusive of interest and costs,
2. applies to hazard or damage from "completed operations",
3. includes the City [and the Region] as an additional named insured,
4. contains no exclusions for damage or loss from blasting, vibration, the removal or weakening of support, or from any other work that may be required in connection with construction,
5. contains a provision that the policy will not be changed, cancelled or allowed to lapse without at least thirty (30) days prior written notice being given to the City,

and that the policy (or policies) complies with all requirements of Clause 18 of the agreement dated _____, between

_____ and

The Corporation of the City of Brampton, and the terms and conditions therein are acknowledged and accepted.

DATED: _____

COUNTERSIGNED: _____

NAME OF AGENCY OR COMPANY: _____

ADDRESS: _____
